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7 Resurgent Capital Services L.P., and
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9

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 **ARIA CARDENAS; and**
13 **VENERANDA CARDENAS,**

14 Plaintiffs,

15 vs.

16 **RESURGENT CAPITAL SERVICES**
17 **L.P.; and CACH, LLC,**

18 Defendants.
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Case No.: 2:22-cv-07504-MEMF-RAO

[Hon. Maame Ewusi-Mensah Frimpong]

**STIPULATED PROTECTIVE
ORDER**

Complaint Served: 10/26/2022

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
11 that this Stipulated Protective Order does not entitle them to file confidential
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
13 followed and the standards that will be applied when a party seeks permission from
14 the court to file material under seal.

15
16 **B. GOOD CAUSE STATEMENT**

17 Disclosure and discovery activity in this action are likely to involve production
18 of confidential, proprietary, or private information for which special protection from
19 public disclosure and from use for any purpose other than prosecuting this litigation
20 may be warranted. Accordingly, the parties hereby stipulate to and petition the court
21 to enter the following Stipulated Protective Order. The parties acknowledge that this
22 Order does not confer blanket protections on all disclosures or responses to discovery
23 and that the protection it affords from public disclosure and use extends only to the
24 limited information or items that are entitled to confidential treatment under the
25 applicable legal principles. The parties further acknowledge, as set forth in Section
26 12.3, below, that this Stipulated Protective Order does not entitle them to file
27 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
28 that must be followed and the standards that will be applied when a party seeks

1 permission from the court to file material under seal.

2
3 **2. DEFINITIONS**

4 2.1 Action: The above-captioned lawsuit entitled Aria Cardenas, et al. v.
5 Resurgent Capital Services L.P., et al., Case No. 2:22-cv-7504-MEMF-RAO.

6 2.2 Challenging Party: a Party or Non-Party that challenges the designation
7 of information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for protection
10 under Federal Rule of Civil Procedure 26(c).

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
12 support staff).

13 2.5 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information, regardless of
17 the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced or
19 generated in disclosures or responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
22 expert witness or as a consultant in this Action.

23 2.8 House Counsel: attorneys who are employees of a party to this Action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.9 Non-Party: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.

28 2.10 Outside Counsel of Record: attorneys who are not employees of a party

1 to this Action but are retained to represent or advise a party to this Action and have
2 appeared in this Action on behalf of that party or are affiliated with a law firm which
3 has appeared on behalf of that party, and includes support staff.

4 2.11 Party: any party to this Action, including all of its officers, directors,
5 employees, consultants, retained experts, and Outside Counsel of Record (and their
6 support staffs).

7 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
8 Discovery Material in this Action.

9 2.13 Professional Vendors: persons or entities that provide litigation support
10 services (e.g., photocopying, videotaping, translating, preparing exhibits or
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)
12 and their employees and subcontractors.

13 2.14 Protected Material: any Disclosure or Discovery Material that is
14 designated as “CONFIDENTIAL.”

15 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
16 from a Producing Party.

17 18 **3. SCOPE**

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or extracted
21 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
22 Protected Material; and (3) any testimony, conversations, or presentations by Parties
23 or their Counsel that might reveal Protected Material. However, the protections
24 conferred by this Stipulation and Order do not cover the following information: (a)
25 any information that is in the public domain at the time of disclosure to a Receiving
26 Party or becomes part of the public domain after its disclosure to a Receiving Party as
27 a result of publication not involving a violation of this Order, including becoming part
28 of the public record through trial or otherwise; and (b) any information known to the

Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to

1 sanctions.

2 If it comes to a Designating Party's attention that information or items that it
3 designated for protection do not qualify for protection, that Designating Party must
4 promptly notify all other Parties that it is withdrawing the inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in
6 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
8 under this Order must be clearly so designated before the material is disclosed or
9 produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), that the Producing Party affix the legend "CONFIDENTIAL"
14 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
15 material. If only a portion or portions of the material on a page qualifies for
16 protection, the Producing Party also must clearly identify the protected portion(s)
17 (e.g., by making appropriate markings in the margins).

18 A Party or Non-Party that makes original documents or materials available for
19 inspection need not designate them for protection until after the inspecting Party has
20 indicated which material it would like copied and produced. During the inspection and
21 before the designation, all of the material made available for inspection shall be
22 deemed "CONFIDENTIAL." After the inspecting Party has identified the
23 documents it wants copied and produced, the Producing Party must determine which
24 documents, or portions thereof, qualify for protection under this Order. Then, before
25 producing the specified documents, the Producing Party must affix the
26 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a
27 portion or portions of the material on a page qualifies for protection, the Producing
28 Party also must clearly identify the protected portion(s) (e.g., by making appropriate

1 markings in the margins).

2 (b) for testimony given in depositions or in other pretrial or trial proceedings
3 that the Designating Party identify the Disclosure or Discovery Material on the record,
4 before the close of the deposition, hearing, or other proceeding, all protected
5 testimony.

6 (c) for information produced in some form other than documentary and for
7 any other tangible items, that the Producing Party affix in a prominent place on the
8 exterior of the container or containers in which the information is stored the legend
9 “CONFIDENTIAL.” If only a portion or portions of the information warrants
10 protection, the Producing Party, to the extent practicable, shall identify the protected
11 portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive the
14 Designating Party’s right to secure protection under this Order for such material.
15 Upon timely correction of a designation, the Receiving Party must make reasonable
16 efforts to assure that the material is treated in accordance with the provisions of this
17 Order.

18 19 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court’s
22 Scheduling Order. Unless a prompt challenge to a Designating Party’s confidentiality
23 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
24 economic burdens, or a significant disruption or delay of the litigation, a Party does
25 not waive its right to challenge a confidentiality designation by electing not to mount a
26 challenge promptly after the original designation is disclosed.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
28 resolution process by providing written notice of each designation it is challenging

1 and describing the basis for each challenge. To avoid ambiguity as to whether a
 2 challenge has been made, the written notice must recite that the challenge to
 3 confidentiality is being made in accordance with this specific paragraph of the
 4 Protective Order. The parties shall attempt to resolve each challenge in good faith and
 5 must begin the process by conferring directly (in voice to voice dialogue; other forms
 6 of communication are not sufficient) within 14 days of the date of service of notice. In
 7 conferring, the Challenging Party must explain the basis for its belief that the
 8 confidentiality designation was not proper and must give the Designating Party an
 9 opportunity to review the designated material, to reconsider the circumstances, and, if
 10 no change in designation is offered, to explain the basis for the chosen designation. A
 11 Challenging Party may proceed to the next stage of the challenge process only if it has
 12 engaged in this meet and confer process first or establishes that the Designating Party
 13 is unwilling to participate in the meet and confer process in a timely manner.

14 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
 15 court intervention, the Designating Party shall file and serve a motion to retain
 16 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-
 17 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of
 18 the parties agreeing that the meet and confer process will not resolve their dispute,
 19 whichever is earlier. Each such motion must be accompanied by a competent
 20 declaration affirming that the movant has complied with the meet and confer
 21 requirements imposed in the preceding paragraph. Failure by the Designating Party to
 22 make such a motion including the required declaration within 21 days (or 14 days, if
 23 applicable) shall automatically waive the confidentiality designation for each
 24 challenged designation. In addition, the Challenging Party may file a motion
 25 challenging a confidentiality designation at any time if there is good cause for doing
 26 so, including a challenge to the designation of a deposition transcript or any portions
 27 thereof. Any motion brought pursuant to this provision must be accompanied by a
 28 competent declaration affirming that the movant has complied with the meet and

1 confer requirements imposed by the preceding paragraph.

2 The burden of persuasion in any such challenge proceeding shall be on the
3 Designating Party. Frivolous challenges, and those made for an improper purpose
4 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
5 expose the Challenging Party to sanctions. Unless the Designating Party has waived
6 the confidentiality designation by failing to file a motion to retain confidentiality as
7 described above, all parties shall continue to afford the material in question the level
8 of protection to which it is entitled under the Producing Party's designation until the
9 Court rules on the challenge.

11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this
14 Action only for prosecuting, defending, or attempting to settle this Action. Such
15 Protected Material may be disclosed only to the categories of persons and under the
16 conditions described in this Order. When the Action has been terminated, a Receiving
17 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that ensures that access is limited to the persons
20 authorized under this Order.

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
22 otherwise ordered by the court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
24 only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
26 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
27 disclose the information for this Action;

28 (b) the officers, directors, and employees (including House Counsel) of the

1 Receiving Party to whom disclosure is reasonably necessary for this Action;

2 (c) Experts (as defined in this Order) of the Receiving Party to whom
3 disclosure is reasonably necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and Professional
8 Vendors to whom disclosure is reasonably necessary for this Action and who have
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses, and attorneys for witnesses, in the
13 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
14 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
15 not be permitted to keep any confidential information unless they sign the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
17 by the Designating Party or ordered by the court. Pages of transcribed deposition
18 testimony or exhibits to depositions that reveal Protected Material may be separately
19 bound by the court reporter and may not be disclosed to anyone except as permitted
20 under this Stipulated Protective Order; and

21 (i) any mediator or settlement officer, and their supporting personnel,
22 mutually agreed upon by any of the parties engaged in settlement discussions.

23
24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
25 **IN OTHER LITIGATION**

26 If a Party is served with a subpoena or a court order issued in other litigation
27 that compels disclosure of any information or items designated in this Action as
28 “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification shall
2 include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to
4 issue in the other litigation that some or all of the material covered by the subpoena or
5 order is subject to this Protective Order. Such notification shall include a copy of this
6 Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued
8 by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with
10 the subpoena or court order shall not produce any information designated in this
11 action as “CONFIDENTIAL” before a determination by the court from which the
12 subpoena or order issued, unless the Party has obtained the Designating Party’s
13 permission. The Designating Party shall bear the burden and expense of seeking
14 protection in that court of its confidential material and nothing in these provisions
15 should be construed as authorizing or encouraging a Receiving Party in this Action to
16 disobey a lawful directive from another court.

17
18 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 (a) The terms of this Order are applicable to information produced by a Non-
21 Party in this Action and designated as “CONFIDENTIAL.” Such information
22 produced by Non-Parties in connection with this litigation is protected by the
23 remedies and relief provided by this Order. Nothing in these provisions should be
24 construed as prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to
26 produce a Non-Party’s confidential information in its possession, and the Party is
27 subject to an agreement with the Non-Party not to produce the Non-Party’s
28 confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that

1 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
2 entitled to protection under the law. If a Receiving Party's request to file Protected
3 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
4 Receiving Party may file the information in the public record pursuant to Civil Local
5 Rule 79-5 unless otherwise instructed by the court.

7 **13. FINAL DISPOSITION**

8 After the final disposition of this Action, as defined in paragraph 4, within 60
9 days of a written request by the Designating Party, each Receiving Party must return
10 all Protected Material to the Producing Party or destroy such material. As used in this
11 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
12 summaries, and any other format reproducing or capturing any of the Protected
13 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
14 must submit a written certification to the Producing Party (and, if not the same person
15 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
16 category, where appropriate) all the Protected Material that was returned or destroyed
17 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
18 compilations, summaries or any other format reproducing or capturing any of the
19 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
20 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,

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1 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
2 attorney work product, and consultant and expert work product, even if such materials
3 contain Protected Material. Any such archival copies that contain or constitute
4 Protected Material remain subject to this Protective Order as set forth in Section 4
5 (DURATION).

6
7 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

8
9 DATED: May 19, 2023

10 /s/ Kristin Kemnitzer

11 Kristin Kemnitzer
12 1120 Mar West St., Ste. C2
13 Tiburon, CA 94920
14 *Attorney for Plaintiff*

15 DATED: May 19, 2023

16 /s/ B. Ben Mohandesi

17 B. Ben Mohandesi
18 633 West Fifth Street, Suite 2800
19 Los Angeles, CA 90071
20 *Attorney for Defendant*

21
22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23
24 Dated: May 19, 2023

25 Rozella A. Oliver
26 Honorable Rozella A. Oliver
27 United States Magistrate Judge
28

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ATTESTATION PURSUANT TO LOCAL RULE 5-4.3.4

I, B. Ben Mohandesi, am the ECF User whose identification and password are being used to file this document. In compliance with Civil Local Rule 5-4.3.4(a)(2)(i), I hereby attest that all signatories have concurred in this filing.

DATED: May 19, 2023 YU | MOHANDESI LLP

By /s/ B. Ben Mohandesi
B. Ben Mohandesi

YU | MOHANDESI LLP
633 W. Fifth Street, Suite 2800
Los Angeles, CA 90071

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare under
 penalty of perjury that I have read in its entirety and understand the Stipulated
 Protective Order that was issued by the United States District Court for the Central
 District of California on [date] in the case of Aria Cardenas, et al. v. Resurgent
 Capital Services L.P., et al., Case No. 2:22-cv-7504-MEMF-RAO. I agree to comply
 with and to be bound by all the terms of this Stipulated Protective Order and I
 understand and acknowledge that failure to so comply could expose me to sanctions
 and punishment in the nature of contempt. I solemnly promise that I will not disclose
 in any manner any information or item that is subject to this Stipulated Protective
 Order to any person or entity except in strict compliance with the provisions of this
 Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full name]
 of _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action or
 any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____